

CITY OF CHARLEVOIX

PAVEMENT MARKING SERVICES SPECIFICATIONS

PART I

GENERAL REQUIREMENTS

I-1 QUALIFICATION REQUIREMENTS

Bids are solicited only from responsible bidders known to be experienced and regularly engaged in work of similar character and scope to that covered in this Request for Proposal (RFP). Satisfactory evidence that the bidder has the necessary capital, equipment, personnel, experience, etc. to do the work, may be required.

I-2 BID FORM

Sealed bids **shall** be submitted on the bid form furnished in the “Bid Packet”. All bid amounts must be written and shown in figures in ink or typewritten together with all other data as required and shall be legally signed with the complete address of the bidder given thereon. Successful bidders not responding to all information requested in this RFP may have their bids rejected.

I-3 PRE-BID INSPECTIONS

All prospective bidders are invited to ask any necessary questions by contacting Pat Elliott, Charlevoix DPW Superintendent at 231-547-3276.

I-4 RESPONSE DATE

To be considered, sealed bids must be received at the City of Charlevoix Clerk’s Office, 210 State Street Charlevoix, Michigan, 49720, on May 4, 2017 no later than 10:00 am local time; at which time the bids will be opened. The City Clerk’s Office is open Monday thru Friday, excluding holidays, between 8:00 a.m. and 5:00 p.m. Successful bidders mailing bids should allow normal delivery time to assure timely receipt of their bids. Sealed envelopes containing bids must be clearly marked on the outside with the bidder’s name and “PAVEMENT MARKING BIDS 2017”.

All information submitted in the bid, including but not limited to bid prices, equipment, etc., must remain valid and in effect for at least ninety (90) days past the submission deadline.

I-5 OPENING OF BIDS

All bids received will be publicly opened and read at the time specified in section I-4 of this document. All bidders are invited to be present.

I-6 REJECTION OF BIDS

The City of Charlevoix reserve the right to reject any and all bids, to waive irregularities and/or informalities in any bid, and to make an award in any manner, consistent with law, it deems to be in the best interest of the Cities.

I-7 ALTERNATES OR ADDENDUMS

Explanations desired by a prospective bidder shall be requested of the City in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each registered bidder. Every request for such explanation shall be in writing and addressed to: City Clerk, City of Charlevoix, 210 State Street, Charlevoix, MI 49720.

Bidders may provide alternate means of providing the services called for in this RFP at their discretion. This in no way relieves the bidder from providing the responses called for in this RFP. The City is under no obligation to consider any such alternates that may be provided.

No inquiry or request received within two (2) working days of the submission deadline for bidders will be given consideration.

I-8 LENGTH OF CONTRACT

Bids shall address, to the greatest extent possible, all possible service delivery impacts, including, but not limited to, bid prices, equipment, etc., throughout the term of the contract. The City seeks, to have this work completed by May 26, 2017.

Provide alternate schedule if this schedule is not achievable.

PART II

PROGRAM GUIDELINES

II-1 DEFINITIONS

“City” shall refer to the City of Charlevoix

“Bids” shall be defined as an announcement of terms indicating what items are needed to complete a project

“Bidders” shall be defined as any person(s) or company that attempts to meet the terms of the bid

“Successful bidders” shall be defined as the bidder who is chosen by the City Council to enter into an agreement or contract with the City.

These definitions are meant as guides for understanding and not binding explanations.

II-2 PROJECT NARRATIVE

The City will be evaluating each bid in regards to quality of service offered, experience, cost, and other intangibles. With these aspects in mind, we will hold the successful bidder to the highest necessary standards to complete this task.

II-3 BIDDER RESPONSIBILITY

Each bidder shall have the responsibility to fully acquaint himself with all aspects of the conditions surrounding the contract and any or all of the other requirements as set forth in this document.

The successful bidder shall provide all of the required labor and materials, supplies, devices, or tools needed to perform the required services, unless otherwise specified in this document. The successful bidder shall perform at the utmost professional level.

II-4 SCOPE OF PROJECT

Successful bidder shall provide services for Pavement Marking Services, as outlined in this document, on a schedule to be acceptable to the Cities.

II-5 BACKGROUND

The City purchases Pavement Marking services for use on their city’s streets and parking lots on a regular basis.

II-6 SCOPE OF SERVICES

Supply and Deliver all Personnel, Equipment and Supplies to complete the Pavement Marking Services project in accordance with the following specifications:

Estimated Pavement Marking Quantities

Item	Quantity	Unit
4" Yellow Line Painting	5,517	LF
4" White Line Painting	824	LF
6" Cross Walk	3,044	LF
24" Stop Bar	400	FL
Stop Symbol	1	EA
Left Turn Arrow	7	EA
Right Turn Arrow	4	EA
Combination Arrow	9	EA
"Only"	4	EA
Parking T's and L's	245	EA
Re-stripe Stalls	363	EA
24" x 6' Crosswalk Bars	363	EA
12" x 7' Crosswalk Bars	121	EA
12" x 8' Crosswalk Bars	41	EA
12" x 9' Crosswalk Bars	306	EA
12"x 13' Crosswalk Bars	18	EA
4" Cross Hatching	376	LF
Curb Painting	3,068	LF
12" Yellow Line	53	LF
Handi-cap Symbol - Blue	9	EA
4" Blue Line	250	LF
4" White Parking Line	332	LF
Municipality Inv. List Service	9.5	EA

Paint to be Waterborne Regular Dry Lane Marking Paint as specified in the 2003 edition of the MDOT Uniform Construction Standards.

CONTRACTOR REQUIRED TO FIELD VERIFY ALL QUANTITIES.

II-7 PROPOSAL FORMAT

The Bidder shall provide the following information in response to this request:

1. Understanding – Document your understanding of the City needs
2. Approach – Describe your approach to the project in general terms, including how you propose to work with the City and maintain strong communication of your progress.
3. Scope of Services – Outline in detail the specific steps you will take to perform the scope of services identified above. Note any variation or exception you take to the outlined scope provided.
4. Assumptions – Note the assumptions you are making to qualify your price proposal.
5. Qualifications – Describe a minimum of three (3) similar projects you have performed for other clients. This shall include the project location, a description of the specific services you provided, client name and contact information including address and phone number.
6. Communication Plan – Outline your proposed communication methods to coordinate the efforts among team members and coordinate between your firm and the City of Charlevoix.
7. Fee – Provide a proposed fee for the scope of services identified in this RFP.
8. Schedule – Identify your proposed schedule. The City of Charlevoix requires complete delivery of product no later than May 26, 2017.
9. Insurance – Provide specific information regarding your general and professional liability coverage. Successful bidders will be required to provide insurance certificate to each City naming them as an additional insured. Minimum amounts required are as follows:
 - a. General Liability- \$2,000,000
 - b. Auto Liability- \$2,000,000
 - c. Workers Compensation- Statutory amounts

II-8 EVALUATION CRITERIA

The City will use the following criteria to evaluate the proposals, not necessarily presented in order of ranking:

1. Related project experience and familiarity with municipal facilities
2. Ability to be responsive to the City needs
3. Project references
4. Project schedule
5. Fee (on the basis of perceived value and not necessarily lowest cost to the City)

II-9 ASSIGNMENT OR SUBCONTRACTING

The successful bidder shall not assign, subcontract or otherwise transfer its duties and/or obligations under the contract, without the prior written consent of the Cities. Such consent does not release the successful bidder from any of his obligations and liabilities under the contract. Violations of this specification shall result in instant forfeiture of the contract.

II-10 INVOICING AND PAYMENTS

The successful bidder will submit to the City an invoice, at monthly intervals throughout the term, for which service have been performed.

The City shall pay such invoices after approval and generally within thirty (30) days of submission of the invoices.

II-11 PERSONNEL REQUIREMENTS

Successful bidder shall gainfully employ all individuals according to all applicable Municipal, County, State, and/or Federal laws.

II-12 FAIR EMPLOYMENT PRACTICES

Successful bidder agrees that there will not be any discrimination against any employee or applicant for employment, to be employed in the performance of the contract, with respect to hire, tenure, term, conditions or privileges of employment, or any matter directly or in directly related to employment, because of sex, race, color, religion, national origin, ancestry, handicap or any other bias prohibited by State or Federal law or regulations.

II-13 CONTRACTOR'S PAYMENT OF TAXES

Without limitation on the foregoing, the successful bidder shall be solely responsible for:

- Payment of wages to its work force in compliance with all Federal and State laws, including the Federal Wage and Hour Act.
- Payment of any and all FICA, unemployment contributions and other payroll-related taxes or contributions required to be paid by the contractor under State and Federal law.
- Payment of all applicable Federal, State or Municipal taxes, charges or permit fees, whether now in force or subsequently enacted.

The successful bidder shall indemnify and hold the City harmless from all claims arising from the foregoing payment obligations of the successful bidder.

II-14 OUALITY OF SERVICE

As is the intent of any contract, the City expect the successful bidder to maintain all equipment in a clean and well-operating fashion, with special consideration for proper maintenance and care of all elements, items and equipment mentioned in this document. The successful bidder will operate in a professional manner and keep all noise and other nuisances to a minimum at all times while under contract with the City. The City is looking to keep from inconveniencing the public as much as possible. The successful bidder shall file all documents outlined in this RFP in a timely and well-organized manner. All work will be inspected by the DPW Superintendent or other duly designated City employee, before payment is made, payments may be reduced and/or withheld for work not considered complete.

II-15 OPERATION OF VEHICLES

The successful bidder shall operate all company (contractor's) vehicles in a manner so as to not impede traffic flow on City streets. Company vehicles are not to be left unattended for any reason except for emergencies or in the actual performance of the job. When a vehicle is left unattended for the actual performance of the job, it shall be parked according to all City codes and ordinances in place at that time.

II-16 BREACH OF CONTRACT

In the event that any of the provisions of this bid and/or resulting contract are breached by the successful bidder, the City shall give written notice to the successful bidder of the breach or pattern of behavior that constitutes the breach and allow the successful bidder to resolve the breach or pattern of behavior that constitutes the breach within ten (10) days of successful bidder's receipt of notice. If the breach or pattern of behavior is not resolved, then the City Manager shall have the right to rescind this bid and/or resulting contract by sending written notice to the successful bidder of the cancellation and rescission.

II-17 THE CITY'S RIGHT TO TERMINATE CONTRACT

If the successful bidder should be judged bankrupt, if they should make a general assignment for the benefit of their creditors, if a receiver should be appointed on account of their insolvency, if they should persistently or repeatedly refuse to supply enough labor, materials and/or equipment to meet the scope of work of the contract, if they should persistently disregard laws of the State of Michigan and/or ordinances of the City or be guilty of substantial violations of any provision of the contract, the City may, without prejudice to any other right or remedy, terminate the contract immediately and re-let for same. The City, at its sole discretion, may terminate the contract immediately, based on warrants and if said immediate termination is in the best public health, safety and welfare interests of the City and their citizens.

In cases not involving the public's health, safety and welfare, a minimum of ten (10) days notification will be given to the successful bidder prior to the termination of the contract.

II-18 CITY'S RIGHT TO MODIFY CONTRACT

The City reserves the right to negotiate with the bidder and/or successful bidder for a change in terms of the contract, during the term of the contract and to make adjustments relative to the implementation of a change that reduces or modifies the need for servicing called for in any resulting contract. If the City and the bidder and/or successful bidder are unable to agree on a revised contract, the City may seek new proposals and, upon a minimum of ten (10) days written notice, may terminate the unexpired portion of the contract. The City shall not be liable for any cost under this section beyond the contract price for the period where service is actually provided.

II-19 REFERENCES

The bidder shall include a list of current and prior projects similar to that proposed as illustrations of qualifying experience. Include the name, address, and telephone numbers of the responsible individual(s) at the project site who may be contacted. This must include:

- Municipalities within the State of Michigan
- Other references that the bidder feels should be considered.

BID SUBMITTED PURSUANT TO THE CITY OF CHARLEVOIX PAVEMENT MARKING SERVICES SPECIFICATIONS

The City and Charlevoix
210 State Street
Charlevoix, MI 49720

Mayor Kurtz and the Charlevoix City Council

The undersigned, as Successful Bidder, hereby declares that this bid is made in good faith without fraud or collusion with any person or persons bidding on the same Contract; that he/she has carefully read and examined the Contract Documents, including the Invitation to Bid, General Requirements, and Program Guidelines for the designated work and understands all of the same; that he/she, or his/her representative, has made such personal investigation at the site as is necessary to determine the character and difficulties attending the execution of the proposed work. Bidder proposes and agrees that if this Proposal is accepted, bidder will contract with the Cities, provide necessary machinery, tools, apparatus and transportation services necessary to do all the work specified or referred to in the Contract Documents in the manner and time therein prescribed, and according to the requirements of the owner as therein set forth, to furnish the insurance required of the Contractor by the Contract Documents, and that he/she will take in full payment, the unit prices set forth in the following proposal.

All bidders understand that the City reserve the right to accept or reject any and/or all bids, to waive any irregularities and/or informalities in the bids, negotiate with any bidder, or to select the bid(s), or portions thereof, most advantageous to the City.

The successful bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of a written Notice of Award of the Bid, the successful bidder shall execute the formal Contract Agreement within ten (10) days. In the event that the Contract is not executed within the time set forth above, the Bid Proposal shall become the property of the Cities as liquidated damage for the delay and additional expense to the Cities caused thereby.

Pursuant to your request for Pavement Marking Services, I submit my bid, with the understanding that if my bid proposal, or section thereof, is accepted, I will execute a written contract with the Cities, which will embody the terms as outlined in the bid proposal.

I will meet all of the requirements and provide all of the services for the amounts listed on the attached bid sheet for the items listed in this document.

The undersigned, by execution of this contract, certifies that he/she is the _____ of the firm named as _____ that he/she signs the bid on behalf of the firm and that he/she is authorized to execute the same on behalf of said firm

Company: _____

Address: _____

Phone: _____

Authorized Agent: _____

Signature: _____

Title: _____

Date: _____

Pavement Marking Cost

Item	Cost
4" Yellow Line Painting	
4" White Line Painting	
6" Cross Walk	
24" Stop Bar	
Stop Symbol	
Left Turn Arrow	
Right Turn Arrow	
Combination Arrow	
"Only"	
Parking T's and L's	
Re-stripe Stalls	
24 x 6 Crosswalk Bars	
12 x 7 Crosswalk Bars	
12 x 8 Crosswalk Bars	
12 x 9 Crosswalk Bars	
12 x 13 Cross Walk	
4" Cross Hatching	
Curb Painting	
12" Yellow Line	
Handi-cap Symbol-Blue	
4 " Blue Parking Line	
4" White Parking Line	
Municipality Inv. List Service	
TOTAL	